



Requested on: 29/09/2023

Produced on: 29/09/2023

Our reference: 95308901

Your reference: SAMPLE

## CON29DW COMMERCIAL

### SEARCH ADDRESS

SAMPLE,  
SAMPLE,  
SAMPLE,

For any queries please contact our dedicated customer service team on **01225 526206**.

The terms and conditions that apply to this report are included in this document and are available on our website [www.wessexsearches.co.uk](http://www.wessexsearches.co.uk)

The following records are searched in compiling this drainage and water report:

- The public sewer maps.
- The maps of public water mains.
- Water and sewerage billing records.
- The register of properties subject to internal foul flooding.
- The register of properties subject to poor water pressure.
- The records of build over consents.
- The records of sewer adoption agreements.

Where relevant; information is provided from Bristol Water, Bournemouth Water and Wessex Water.

## Did you know?

Wessex Searches is a trading name for Wessex Water Enterprises limited

We are the official provider of the CON29DW and Commercial Drainage and Water Enquiry for Wessex Water Services Limited, Bournemouth Water Limited and Bristol Water Limited.

We can also provide you with a one stop shop for all your residential and commercial property searches across England and Wales.

**DRAINAGE + WATER**  
**SEARCHES NETWORK**  
**DWSN**

We are members of DWSN, the industry body for those companies responsible for producing full and complete responses to the Law Society's CON29DW Residential and CON29DW Commercial searches. We comply with the DWSN Code of Practice that provides consumer protection and ensures good practice in this critical area of property information.

For more information, please visit [www.con29dw.co.uk](http://www.con29dw.co.uk)

### Your guide to changes in private sewers and pumping stations.

On 1 October 2011 ownership of private sewers and lateral drains changed in accordance with The Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011. The contents of this search may not reflect all of these changes. Please visit <http://www.wessexwater.co.uk/about-us/publications/private-sewers-leaflet/> for more details.

Further information is also supplied in Appendix 4.

Question		Response
<b>MAPS</b>		
1.1	Where relevant, please include a copy of an extract from the public sewer map.	See Details
1.2	Where relevant, please include a copy of an extract from the map of waterworks.	See Details
<b>DRAINAGE</b>		
2.1	Does foul water from the property drain to a public sewer?	Yes
2.2	Does surface water from the property drain to a public sewer?	Yes
2.3	Is a surface water drainage charge payable?	See Details
2.4	Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	No
2.4.1	Does the sewer map indicate any public pumping station or ancillary apparatus within the boundaries of the property?	No
2.5	Does the public sewer map indicate any public sewer within 30.48 meters (100 feet) of any buildings within the property?	No
2.5.1	Does the public sewer map indicate any public pumping station or any other ancillary apparatus within 50 metres (164.04 feet) of any buildings within the property?	No
2.6	Are any sewers or lateral drains serving or which are proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?	Yes
2.7	Has the sewerage undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?	No
2.8	Is the building which is, or forms part of the property, at risk of internal flooding due to overloaded public sewers?	No
2.9	Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.	See Details
<b>WATER</b>		
3.1	Is the property connected to mains water supply?	Yes
3.2	Are there any water mains, resource mains or discharge pipes within the boundaries of the property?	No
3.3	Is any water main or service pipe serving, or which is proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?	No
3.4	Is the property at risk of receiving low water pressure or flow?	No
3.5	What is the classification of the water supply for the property?	See Details
3.6	Is there a meter installed at this property?	See Details
3.7	Please include details of the location of any water meter serving the property.	See Details
<b>CHARGING</b>		
4.1.1	Who is responsible for providing the sewerage services for the property?	See Details
4.1.2	Who is responsible for providing the water services for the property?	See Details
4.2	Who bills the property for sewerage services?	See Details
4.3	Who bills the property for water services?	See Details
<b>DISCHARGE</b>		

**COMMERCIAL**  
**DRAINAGE & WATER SEARCH**

5.1	Is there a Consent, on this property, to discharge Trade Effluent under S118 of the Water Industry Act (1991) into the public sewerage system?	No
<b>ADDITIONAL ASSET INFORMATION</b>		
6.1	Is there a wayleave/easement giving the water and/or sewerage undertaker the right to lay or maintain assets or right of access to pass through private land in order to reach the Company's assets?	No information available
6.2	On the copy extract from the public sewer map, please show manhole cover, depth and invert levels where the information is available.	No information available

SAMPLE

## 1.1 PUBLIC SEWER MAP

**Where relevant, please include a copy of an extract from the public sewer map.**

A copy of an extract from the public sewer map is included in which the location of the property is identified.

- 1) *The Water Industry Act 1991 defines Public Sewers as those which Wessex Water Services Limited have responsibility for. Other assets and rivers, watercourses, ponds, culverts or highway drains may be shown for information purposes only.*
- 2) *Any private sewers or lateral drains which are indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended these details be checked with the developer.*

## 1.2 MAP OF WATERWORKS

**Where relevant, please include a copy of an extract from the map of waterworks.**

A copy of an extract of the map of waterworks is included, showing water mains, resource drains or discharge pipes in the vicinity of the property.

- 1) *The "water mains" in this context are those which are vested in and maintainable by the water company under statute.*
- 2) *Assets other than public water mains may be shown on the plan, for information only.*
- 3) *Water companies are not responsible for private supply pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.*
- 4) *The copy extract will show known public water mains in the vicinity of the property. It should be possible to estimate the likely length and route of any private water supply pipe connecting the property to the public water network.*

## 2.1 FOUL WATER

### Does foul water from the property drain to a public sewer?

SAMPLE,SAMPLE,SAMPLE

Records indicate that foul water from the property drains to the public sewer.

- 1) *Water companies are not normally responsible for any private drains serving the property and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property. From 1<sup>st</sup> October 2011, lateral drains and private sewers serving the property may become public.*
- 2) *An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.*

SAMPLE

## 2.2 SURFACE WATER

### Does surface water from the property drain to a public sewer?

SAMPLE,SAMPLE,SAMPLE

Records indicate that surface water from the property does drain to a public sewer.

- 1) *Water companies are not responsible for private drains and sewers that connect the property to the public sewerage system and do not hold details of these. From 1<sup>st</sup> October 2011, lateral drains and private sewers serving the property may become public.*
- 2) *The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal*
- 3) *In some cases, water company records do not distinguish between foul and surface water connections to the public sewerage system*
- 4) *If on inspection the buyer finds that the property is not connected for surface water drainage, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the company*
- 5) *An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.*

## 2.3 SURFACE WATER DRAINAGE CHARGES

### Is a surface water drainage charge payable?

SAMPLE,SAMPLE,SAMPLE

Records confirm that a surface water drainage charge is payable for the property.

- 1) *Where surface water drainage charges are applicable but upon inspection the property owner believes that surface water does not drain to the public sewerage system, application can be made to the company to end surface water charges.*



## 2.4 PUBLIC SEWERS WITHIN THE BOUNDARY OF THE PROPERTY

### Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?

The public sewer map indicates that there are no public sewers, disposal mains or lateral drains within the boundaries of the property. However, from 1<sup>st</sup> October 2011 there are lateral drains and/or public sewers which are not recorded on the public sewer map but which may further prevent or restrict development of the property.

- 1) *Wessex Water Services Limited has a statutory right of access to carry out work on its assets. Employees of Wessex Water Services Limited or its contractors may, therefore, need to enter the property to carry out work.*
- 2) *The approximate boundary of the property has been determined by reference to the Ordnance Survey record or the map supplied.*
- 3) *Any private sewers or lateral drains which are indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended these details be checked with the developer.*
- 4) *Please note if the property was constructed after 1st July 2011 any sewers and/or lateral drain within the boundary of the property are the responsibility of the householder.*
- 5) *A Strategic sewer is a public sewer of critical importance. Wessex Water will not normally permit any works over or within 6M (measured horizontally) of such an asset. In some circumstances, Wessex Water may permit certain build over or build near proposals subject to a number of conditions.  
Please contact Wessex Water Developer Services for further information.*



#### **2.4.1 PUBLIC SEWER APPARATUS WITHIN THE BOUNDARY OF THE PROPERTY**

**Does the public sewer map indicate any public pumping station or ancillary apparatus within the boundaries of the property?**

SAMPLE,SAMPLE,SAMPLE

The public sewer map included indicates that there is no public pumping station or other ancillary apparatus within the boundaries of the property. However, from the 1st October 2016 private pumping stations which serve more than one property will be transferred into public ownership but may not be recorded on the public sewer map until that time. Any other ancillary apparatus is shown on the public sewer map and referenced in the legend.

#### **2.5 PUBLIC SEWERS NEAR TO THE PROPERTY**

**Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?**

The public sewer map does not indicate any public foul sewers and/or strategic sewers within 100 feet (approximately 30 metres) of the building(s) within the property. However from the 1<sup>st</sup> October 2011 private sewers were transferred into public ownership and may not be recorded on the public sewer map and it is our professional opinion that there will be a public sewer within 30.48 metres (100 feet) of any buildings within the property.

- 1) *1) From 1st October 2011 there may be additional lateral drains and/or public sewers which are not recorded on the public sewer map but are also within 30.48 metres (100 feet) of a building within the property.*
- 2) *The presence of a public sewer within 30.48 metres (100 feet) of the building(s) within the property can result in the Local Authority requiring a property to be connected to the public sewer.*
- 3) *The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.*
- 4) *Any private sewers or lateral drains which are indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended these details be checked with the developer*

### 2.5.1 PUBLIC SEWER APPARATUS NEAR TO THE PROPERTY

**Does the public sewer map indicate any public pumping station or any other ancillary apparatus within 50 metres (164.04 feet) of any buildings within the property?**

SAMPLE,SAMPLE,SAMPLE

The public sewer map included indicates that there is no public pumping station or other ancillary apparatus within 50 metres (164.04 feet) of any buildings within the property. However, from the 1st October 2016 private pumping stations which serve more than one property will be transferred into public ownership but may not be recorded on the public sewer map until that time. Any other ancillary apparatus is shown on the public sewer map and referenced on the legend.

SAMPLE

**2.6 PUBLIC ADOPTION OF SEWERS AND LATERAL DRAINS**

**Are any sewers or lateral drains serving or which are proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?**

Records indicate that in relation to sewers and lateral drains serving the development of which the property forms part, an adoption agreement exists and is supported by a bond. The sewers and lateral drains are not yet vested in the sewerage undertaker, and the maintenance period has not yet commenced.

- 1) *Please see APPENDIX 4 - PRIVATE SEWER TRANSFER for more information relating to changes to S104 agreements following 1st October 2011.*
- 2) *This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be linked to a public sewer.*
- 3) *Where the property is part of a very recent or ongoing development and the sewers are not the subject of an adoption application, buyers should consult with the developer to ascertain the extent of private drains and sewers for which they will hold maintenance and renewal liabilities.*

SAMPLE

**2.7 BUILDING OVER OR NEAR A PUBLIC SEWER, DISPOSAL MAIN OR DRAIN**

**Has a sewerage undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?**

There are no records in relation to any approval or consultation about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain. However, the sewerage undertaker might not be aware of a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain.

- 1) Buildings or extensions erected over a sewer in contravention of building controls may have to be removed or altered.*
- 2) From 1st October 2011 private sewers, disposal mains and lateral drains were transferred into public ownership and the sewerage undertaker may not have been approved or consulted about any plans to erect a building or extension on the property over or in the vicinity of these.*

SAMPLE

## 2.8 RISK OF FLOODING DUE TO OVERLOADED PUBLIC SEWERS

**Is the building which is, or forms part of the property, at risk of internal flooding due to overloaded public sewers?**

SAMPLE,SAMPLE,SAMPLE

The property is not recorded as being at risk of internal flooding due to overloaded public sewers. From 1<sup>st</sup> October 2011 private sewers, disposal mains and lateral drains were transferred into public ownership. It is therefore possible that a property may be at risk of internal flooding due to an overloaded public sewer which the sewerage undertaker is not aware of. For further information, it is recommended that enquiries are made of the vendor.

- 1) A sewer is "overloaded" when the flow from a storm is unable to pass through it due to a permanent problem (e.g. flat gradient, small diameter). Flooding as a result of temporary problems such as blockages, siltation collapses and equipment or operational failures are excluded.
- 2) "Internal flooding" from public sewers is defined as flooding which enters a building or passes below a suspended floor. For reporting purposes, buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.
- 3) "At Risk" properties are those that the water company is required to include in the Regulatory Register that is reported annually to the Water Services Regulatory Authority (OFWAT). These are defined as properties that have suffered or are likely to suffer internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Company's reporting procedure.
- 4) Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the at Risk register.
- 5) Properties may be at risk of flooding but not included on the Register where flooding incidents have not been reported to the Company.
- 6) Public sewers are defined as those for which the Company holds statutory responsibility under the Water Industry Act 1991.
- 7) It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Company. This report excludes flooding from private sewers and drains and the Company makes no comment upon this matter.
- 8) For reporting purposes buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.

**2.9 SEWAGE TREATMENT WORKS**

**Please state the distance from the property to the nearest boundary of the nearest sewage treatment works**

The nearest sewage treatment works is 1.484 km to the North West of the property. The name of the sewage treatment works is RATFYN

- 1) *The nearest sewage treatment works will not always be the sewage treatment works serving the catchment within which the property is situated.*
- 2) *The Sewerage undertaker's records were inspected to determine the nearest sewage treatment works.*
- 3) *It should be noted therefore that there may be a private sewage treatment works closer than the one detailed above that have not been identified.*
- 4) *As a responsible utility operator, Wessex Water seeks on all its operational sites to manage the impact of odour from our sewage works on the surrounding area in accordance with the Code of Practice on Odour Nuisance from Sewage Treatment Works issued via the Department of Food and Rural Affairs (DEFRA). This Code recognises that odour from sewage treatment works can have a detrimental impact on the quality of the local environment for those living close to works. However, DEFRA also recognises that sewage treatment works provide important services to communities and are essential for maintaining standards in water quality and protecting aquatic based environments.*

SAMPLE

### 3.1 CONNECTION TO MAINS WATER SUPPLY

Is the property connected to mains water supply?

SAMPLE,SAMPLE,SAMPLE

Records indicate that the property is connected to mains water supply.

### 3.2 WATER MAINS, RESOURCE MAINS OR DISCHARGE PIPES

Are there any water mains, resource mains or discharge pipes within the boundaries of the property?

The map of waterworks does not indicate any water mains, resource mains or discharge pipes within the boundaries of the property.

- 1) *The boundary of the property has been determined by reference to the Ordnance Survey record.*
- 2) *The presence of a public water main within the boundary of the property may restrict further development within it. Water companies have a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of the company or its contractors needing to enter the property to carry out work.*

### 3.3 ADOPTION OF WATER MAINS AND SERVICE PIPES

Is any water main or service pipe serving, or which is proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?

Records confirm that water mains or service pipes serving the property are not the subject of an existing adoption agreement or an application for such an agreement.

- 1) *This enquiry is only of interest to buyers of new homes who will want to know whether or not the property will be linked to the mains water supply.*



### 3.4 RISK OF LOW WATER PRESSURE OR FLOW

#### Is the property at risk of receiving low water pressure or flow?

SAMPLE,SAMPLE,SAMPLE

Records confirm that the property is not recorded on a register kept by the water undertaker as being at risk of receiving low water pressure or flow.

- 1) *The boundary of the property has been determined by reference to the Ordnance Survey record.*
- 2) *"Low water pressure" means water pressure below the regulatory reference level which is the minimum pressure when demand on the system is not abnormal.*
- 3) *Water Companies are required to include in the Regulatory Register that is reported annually to the Water Services Regulatory Authority (OFWAT) properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e. events which can cause pressure to temporarily fall below the reference level).*
- 4) *The reference level of service is a flow of 9 litres/minute at a pressure of 10metres head on the customer's side of the main stop tap (mst). The reference level of service must be applied on the customer's side of a meter or any other company fittings that are on the customer's side of the main stop tap.  
The reference level applies to a single property. Where more than one property is served by a common service pipe, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served.  
For two properties, a flow of 18 litres/minute at a pressure of 10metres head on the customers' side of the mst is appropriate. For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS806-3 or the Institute of Plumbing handbook*
- 5) *Allowable exclusions  
The Company is required to include in the Regulatory Register properties receiving pressure below the reference level, provided that allowable exclusions listed below do not apply.*
- 6) *One-off incidents:  
This exclusion covers a number of causes of low pressure; mains bursts; Failures of company equipment (such as PRVs or booster pumps); Firefighting; and Action by a third party.  
However, if problems of this type affect a property frequently, they cannot be classed as one-off events and further investigation will be required before they can be excluded.*

### 3.5 WATER HARDNESS ANALYSIS

#### What is the classification of the water supply for the property?

SAMPLE,SAMPLE,SAMPLE

The water supplied to the property has an average water hardness of 273 mg/l of Calcium Carbonate which is defined as Hard by Wessex Water Services Ltd.

Water hardness can be expressed in various indices for example the hardness settings for dishwashers are commonly expressed in Clark's degrees, but check with the manufacturer as there are also other units. The following table shows the normal ranges of hardness

Hardness category	Calcium (mg/l)	Calcium carbonate (mg/l)	English Clarke degrees	French degrees	General/German degrees
Soft	0 to 20	0 to 50	0 to 3.5	0 to 5	0 to 2.8
Moderately soft	21 to 40	51 to 100	3.6 to 7	6 to 10	2.9 to 5.6
Slightly hard	41 to 60	101 to 150	8 to 10.5	11 to 15	5.7 to 8.4
Moderately hard	61 to 80	151 to 200	10.6 to 14	16 to 20	8.5 to 11.2
Hard	81 to 120	201 to 300	15 to 21	21 to 30	11.3 to 16.8
Very hard	Over 120	Over 300	Over 21	Over 30	Over 16.8

SAMPLE TABLE FOR INFORMATION ONLY

### 3.6 METERS

Is there a meter installed at this property?

SAMPLE,SAMPLE,SAMPLE

Records indicate that there is a meter installed at this property.

### 3.7 WATER METERS

Please include details of the location of any water meter serving the property

SAMPLE,SAMPLE,SAMPLE

Records indicate there is a water meter fitted at the property.

Meter No : XXX

Size: XX

Location: SAMPLE LOCATION

#### 4.1.1 SEWERAGE UNDERTAKER

**Who is responsible for providing the sewerage services for the property?**

Wessex Water Services Limited, Operations Centre, Claverton Down Road, Bath, BA2 7WW is responsible for providing the sewerage services for the property.

#### 4.1.2 WATER UNDERTAKER

**Who is responsible for providing the water services for the property?**

Wessex Water Services Limited, Operations Centre, Claverton Down Road, Bath, BA2 7WW is responsible for providing the water services for the property.

#### 4.2 SEWERAGE BILLS

**Who bills the property for sewerage services?**

SAMPLE,SAMPLE,SAMPLE

If you wish to know who bills the sewerage services, you will need to contact the current owner. For a list of all potential retailers of sewerage services for the property please visit [www.open-water.org.uk](http://www.open-water.org.uk)

#### 4.3 WATER BILLS

**Who bills the property for water services?**

SAMPLE,SAMPLE,SAMPLE

If you wish to know who bills the water services, you will need to contact the current owner. For a list of all potential retailers of water services for the property please visit [www.open-water.org.uk](http://www.open-water.org.uk)

**DISCHARGE**

**5.1 TRADE EFFULENT**

**Is there a Consent , on this property, to discharge Trade Effluent under S118 of the Water Industry Act (1991) into the public sewerage system?**

No, records indicate that there is no consent on this property to discharge Trade effluent into the public sewerage system however should be reminded that it is an offence under S118 of the Water industry act to discharge Trade Effluent into a public sewer vested in Wessex Water without consent.

**SAMPLE**

## 6.1 WAYLEAVE/EASEMENT

Is there a wayleave/easement giving the water and/or sewerage undertaker the right to lay or maintain assets or right of access to pass through private land in order to reach the Company's assets?

Data not currently available.

## 6.2 PUBLIC SEWER MAP

On the copy extract from the public sewer map, please show manhole cover, depth and invert levels where the information is available.

Data not currently available.

SAMPLE

## INTERPRETATION of Drainage and Water Search

Appendix 1 of this report contains definitions of terms and expressions referred to within the search result.

## ENQUIRIES AND RESPONSES

The search report on the above property was completed on 29/09/2023

In the event of any queries about the preparation of this search report, enquiries should be directed to [contactus@wessexsearches.co.uk](mailto:contactus@wessexsearches.co.uk) or the Wessex Searches Manager, Wessex Water Enterprises at the address below.

Wessex Water Enterprises has put in place procedures to ensure that customers receive support in the event of any complaint. Our formal Complaints Procedure is set out in Appendix 3.

The address for all correspondence is Wessex Water Enterprises Ltd, Wessex Water Operations Centre, Claverton Down, Bath BA2 7WW.

## APPENDIX 1

### **COMMON TERMS**

"the 1991 Act" means the Water Industry Act 1991[61];

"the 2000 Regulations" means the Water Supply (Water Quality) Regulations 2000[62];

"the 2001 Regulations" means the Water Supply (Water Quality) Regulations 2001[63];

"adoption agreement" means an agreement made or to be made under section 51A(1) or 104(1) of the 1991 Act[64];

"bond" means a surety granted by a developer who is a party to an adoption agreement;

"bond waiver" means an agreement with a developer for the provision of a form of financial security as a substitute for a bond;

"calendar year" means the twelve months ending with 31st December;

"discharge pipe" means a pipe from which discharges are made or are to be made under section 165(1) of the 1991 Act;

"disposal main" means (subject to section 219(2) of the 1991 Act) any outfall pipe or other pipe which—

(a) is a pipe for the conveyance of effluent to or from any sewage disposal works, whether of a sewerage undertaker or of any other person; and

(b) is not a public sewer;



**"drain"** means (subject to section 219(2) of the 1991 Act) a drain used for the drainage of one building or of any buildings or yards appurtenant to buildings within the same curtilage;

**"combined Sewer"** A sewer carrying both foul water as well as surface water.

**"effluent"** means any liquid, including particles of matter and other substances in suspension in the liquid;

**"financial year"** means the twelve months ending with 31st March;

**"lateral drain"** means—

(a) that part of a drain which runs from the curtilage of a building (or buildings or yards within the same curtilage) to the sewer with which the drain communicates or is to communicate; or

(b) (if different and the context so requires) the part of a drain identified in a declaration of vesting made under section 102 of the 1991 Act or in an agreement made under section 104 of that Act[65];

**"licensed water supplier"** means a company which is the holder for the time being of a water supply licence under section 17A(1) of the 1991 Act[66];

**"maintenance period"** means the period so specified in an adoption agreement as a period of time—

(a) from the date of issue of a certificate by a sewerage undertaker to the effect that a developer has built (or substantially built) a private sewer or lateral drain to that undertaker's satisfaction; and

(b) until the date that private sewer or lateral drain is vested in the sewerage undertaker;

**"map of waterworks"** means the map made available under section 198(3) of the 1991 Act [67] in relation to the information specified in subsection (1A);

**"private sewer"** means a pipe or pipes which drain foul or surface water, or both, from premises, and are not vested in a sewerage undertaker;

**"private sewage treatment plant"** Generally a small treatment works (which could be a septic tank) owned and operated by a community, hotel or household. Treatment plants should conform to the same operational and environmental standards applied to sewage works operated by the water company. Accordingly, the running costs for small plants can be substantial and as environmental standards are raised there may be a need for additional capital investment.

**"private water supply"** Where a property has no connection to the water mains, a suitable private spring or surface water source may be used. This may require extensive treatment to make the supplies safe and will be subject to examination and control by the local environmental health officer. Approval under the Building Act 1984 for new building work for domestic properties will not be granted unless adequate water supplies and drainage facilities are available,.

**"public sewer"** means, subject to section 106(1A) of the 1991 Act[68], a sewer for the time being vested in a sewerage undertaker in its capacity as such, whether vested in that undertaker—

(a) by virtue of a scheme under Schedule 2 to the Water Act 1989[69];

(b) by virtue of a scheme under Schedule 2 to the 1991 Act[70];

(c) under section 179 of the 1991 Act[71]; or

(d) otherwise;

**"public sewer map"** means the map made available under section 199(5) of the 1991 Act[72];

**"pre-1936 Sewers"** The Public health Act of 1936 set out a range of responsibilities for the operation and maintenance of sewerage

systems but the Act recognised that little was known about the existing sewer network . Some had been maintained by private individuals and others by local authorities. Some of the costs had been re-charged to the owners and the location of all these early sewers had not been surveyed and was unknown. The Act acknowledged the different status of these early sewers and made different provisions in respect of them.

**"resource main"** means (subject to section 219(2) of the 1991 Act) any pipe, not being a trunk main, which is or is to be used for the purpose of—

(a) conveying water from one source of supply to another, from a source of supply to a regulating reservoir or from a regulating reservoir to a source of supply; or

(b) giving or taking a supply of water in bulk;

**"rising mains/pumping mains"** These are pipes carrying untreated sewage pumped under pressure. There is no right to connect into them.



**"septic tank"** A settlement chamber, which provides treatment to sewage and drainage waters. Overflow from the tank goes to a soak-away or drainage field, occasionally to a sewer. Septic tanks are unpowered. Properties operating then are responsible for the operation, the maintenance and occasional emptying of the chamber. Septic tanks function excellently in well drained land. It is becoming less acceptable to operate a septic tank in low-lying land, particularly near rivers and streams. Any pollution problems precipitated by poorly performing septic tanks may mean they need to be decommissioned and connections to the public sewer network need to be undertaken.

**"sewerage services"** includes the collection and disposal of foul and surface water and any other services which are required to be provided by a sewerage undertaker for the purpose of carrying out its functions;

**"sewerage undertaker"** means the company appointed to be the sewerage undertaker under section 6(1) of the 1991 Act for the area in which the property is or will be situated;

**"soakaway or drainage field"** Buried pipes or aggregates that allow treated effluents or surface waters to disperse. They are owned and maintained by the property owner.

**"Strategic Sewers"** means sewers critical to the running of the sewerage network. No work permitted over or within 6m (horizontal) of this asset

**"surface water"** includes water from roofs and other impermeable surfaces within the curtilage of the property;

**"water main"** means (subject to section 219(2) of the 1991 Act) any pipe, not being a pipe for the time being vested in a person other than the water undertaker, which is used or to be used by a water undertaker or licensed water supplier for the purpose of making a general supply of water available to customers or potential customers of the undertaker or supplier, as distinct from for the purpose of providing a supply to particular customers;

**"water meter"** means any apparatus for measuring or showing the volume of water supplied to, or of effluent discharged from any premises;

**"water supplier"** means the company supplying water in the water supply zone, whether a water undertaker or licensed water supplier;

**"water supply zone"** in relation to a calendar year means the names and areas designated by a water undertaker within its area of supply that are to be its water supply zones for that year; and

**"water undertaker"** means the company appointed to be the water undertaker under section 6(1) of the 1991 Act for the area in which the property is or will be situated.

APPENDIX 2

**Wessex Searches General Terms and Conditions**

These terms and conditions (the **General Terms**) set out the terms and conditions which will apply to any orders placed either through the Wessex Searches website (the **Website**) or when ordering by post, Xml or email.

If you register as a user of the Website and / or you place an order with Wessex Searches, you agree to be bound by these General Terms. If you do not accept these General Terms, please do not place an order.

The General Terms apply in addition to either the CON29DW Terms, the Commercial DW Terms, and / or Third Party terms as applicable, depending on the search ordered (the **Report Terms**). Together, the General Terms and the relevant Report Terms are referred to as the **Terms**.

Please read the Terms carefully, as by using the Website and our services, you agree to the Terms.

**1 About us**

1.1 Wessex Searches (we, us, our) is a trading name of Wessex Water Enterprises Limited, company registration number 02279151 and registered office address Operations Centre, Claverton Down Road, Claverton Down, Bath BA2 7WW. We can be emailed at [contactus@wessexsearches.co.uk](mailto:contactus@wessexsearches.co.uk), or contacted by telephone on 01225 526 206.

**2 About our services**

2.1 We are the official producer of the CON29DW Drainage and Water enquiry and the Commercial Drainage and Water enquiry in the Wessex Water, Bristol Water and Bournemouth Water areas. Searches can be requested for residential properties (**CON29DW Search**) or commercial properties (**Commercial DW Search**).

2.2 We also offer a number of third party searches through our Website (**Third Party Searches**). CON29DW Searches, Commercial DW Searches and Third Party Searches are referred to together as **Searches**.

2.3 Searches can be ordered by any person, company, firm or legal body (a **Client**) either on their own behalf or through their authorised representative(s). References to **you** and **your** in the Terms are references to the person, firm or company requesting the provision of search information and reports from us.

**3 Your account and data protection**

3.1 You will need to set up an account to use our services. To do this you will need to provide us with some information, which we will treat in accordance with our Privacy Policy (available on the Website). You will have a password, which you are responsible for keeping secure.

3.2 By signing up for an account, you warrant that you have the necessary capacity, authority and consents to request Searches from us. If you are acting on behalf of a Client, you are also responsible for ensuring that you have the necessary consent for names, addresses, and other personal information to be submitted to us when you request Searches and agree that you will comply with all applicable data protection legislation (including, without limitation the Data Protection Act 2018. The Privacy and Electronic Communications (EC Directive) Regulations 2003 and General Data Protection Regulation EU 2016/679) at all times.

3.3 You acknowledge that some or all information needed to provide a Search may come from a third party (**Third Party**). Where this is the case, we will pass on your request (and where necessary personal data) to the relevant Third Party.

**4 Use of our Website**

- 4.1 You must not use our Website for fraudulent or illegal purposes, or in any way that would interrupt or damage the Website. In particular you must not knowingly transmit viruses, Trojan horses, worms or any other malicious code.
- 4.2 You are responsible for ensuring that your computer is secure and you have up-to-date antivirus protection. We accept no liability for viruses transmitted through our Website.
- 4.3 Our Website is intended for use in the UK and we make no guarantee that the Website will be available or appropriate for use in other locations.
- 4.4 We give no guarantees as to the operation, availability or functionality of the Website or that it will be error-free.
- 4.5 Information on our Website is not intended as advice which you should rely on.
- 4.6 We can change the content of our Website at any time but are under no obligation to update it.

## **5 Ordering services**

- 5.1 You can order Searches through our Website by submitting an electronic search request or by post, Xml or email (a **Request**).
- 5.2 For Requests by post, xml or email you must complete our order form, including full details of the Search(es) you would like to order. You can find a copy of the order form on our Website or alternatively can request a copy by email or by telephone using the contact details in 1.1 above.
- 5.3 Requests by post or email should be sent to the postal or email address below:

Wessex Searches  
Operations Centre  
Claverton Down Road  
Bath BA2 7WW

[contactus@wessexsearches.co.uk](mailto:contactus@wessexsearches.co.uk)

We cannot accept liability in the event that you order a Search by post or email and the letter or email is not received by us.

- 5.4 If the Search you have ordered is a Third Party Search, we will pass your Request on to the relevant search provider (each a **Provider**).
- 5.5 Third Party Searches are subject to the relevant Provider's terms and conditions. You can view their terms on our Website before you submit a Request, and if you submit a Request you agree to their terms. We are not responsible for any Third Party Searches and accept no liability in relation to Third Party Searches or the terms on which they are provided. If there is any conflict or inconsistency between these General Terms and the Provider's terms, the provisions of the Provider's terms shall apply in relation to the provision of the Third Party Search.
- 5.6 We may choose not to accept a Request, in which case we will notify you within 48 hours.

## **6 Cancelling services**

- 6.1 You are always entitled to cancel any Requests you have submitted at any time before we start to process it.
- 6.2 If you are a business customer, you can cancel your Request after we have started to process it, but we may charge a cancellation fee. Where a Search has been ordered, and has been fulfilled or partly fulfilled prior to cancellation, then the full price of the Search shall be payable.
- 6.3 If you are a consumer (and not trading as a business), you can cancel your Request within 14 days of the date of your Request. You can tell us of your decision to cancel by post or email and you can (but you don't have to) use our cancellation form (available on the Website).
- 6.4 If you are a consumer, due to your cancellation rights, we won't start to process your Request until the 14-day cancellation period is up, unless you expressly tell us to do so and acknowledge that you waive your cancellation rights. If you waive these rights, you can still cancel after we have started to process your Request, but we may charge a cancellation fee. Where a Third Party Search has been ordered, and has been fulfilled or partly fulfilled prior to cancellation, then the full price of the search shall be payable.

## **7 Services and standards**

- 7.1 If we accept your Request, we will perform the Search you have requested and will produce an electronic report (a **Report**). If you have ordered a Third Party Search, and this has been accepted by the Provider, the Provider will produce an electronic report in response to your order (a **Third Party Report**).
- 7.2 We will use reasonable skill and care when we perform Searches and produce Reports.
- 7.3 Reports and Third Party Reports provided in response to your requests will be sent to the contact details provided in your request. We will provide Reports within a reasonable period of time and we won't be responsible for delays in providing Third Party Reports.
- 7.4 It is your responsibility to ensure that the Searches and Reports meet your or your Client's requirements.

## **8 Accuracy of information**

- 8.1 We will prepare Reports using the details you provide when you submit a Request. You must make sure all details you submit with your Request are accurate and complete.

## **9 Prices and payment**

- 9.1 All prices for Searches are published on our Website. Prices are in pounds sterling and include VAT unless otherwise stated.
- 9.2 Our prices may change from time to time and our Website will be updated to reflect those changes. The price you pay will be the price stated on our Website at the time the Request is submitted.
- 9.3 Unless you have an account with us, we must receive payment for Searches in full before the Report is produced.
- 9.4 If you have an account with us, we will invoice you in arrears for Searches which may be weekly, monthly or in relation to each Search. Invoices are payable within 30 days of the date of the invoice. You acknowledge and agree that if payment is not made in full by the due date for payment, we may at our discretion, and without prejudice to our right to seek recovery of late payment through the courts or any other appropriate means: (a) charge you interest on any overdue amounts at the rate of 4% per annum above HSBC's base lending rate from time to time, calculated from the date of the invoice to the date actual payment is received, whether

before or after judgment; and/or (b) put your account on hold until such time as all overdue amounts (including interest due) are paid in full.

- 9.5 In respect of LLC1 searches we provide to you, you acknowledge and agree that these will be treated as disbursements in line with current HMRC guidance. Should HMRC change their guidance, we reserve the right to recover any output tax due on these from you.

## 10 Intellectual property rights

- 10.1 All intellectual property rights in the Website are owned by us and/or our licensors.
- 10.2 You may only print out or copy any pages from our Website for your own personal use. You can link to our homepage but only if this is legal and fair and doesn't damage our reputation or suggest an endorsement by us. You must not frame our site on any other site or link to any part other than our homepage.
- 10.3 Except as set out in this clause, neither you nor your Client (if applicable) obtains any rights in any intellectual or other property.

## 11 Limitation of liability

- 11.1 Nothing in the Terms limits our liability for death or personal injury arising from our negligence.
- 11.2 As far as we are allowed to do so, we exclude:
- 11.2.1 liability for errors, omissions and/or inconsistencies in the content of Reports or Third Party Reports unless these are directly due to our negligent acts or omissions;
- 11.2.2 all conditions, warranties and other implied terms; and
- 11.2.3 all liability for direct, indirect or consequential loss or damage you incur in connection with our Website; and
- 11.2.4 all liability for indirect or consequential loss or damage you incur in connection with the Reports.
- 11.3 Our entire liability in respect of all causes of action arising by reason of or in connection with a CON29DW Search Report or a Commercial DW Search Report shall be limited as set out in the relevant Report Terms. It is your responsibility to ensure that you order the correct Report in relation to the property in accordance with the Report Terms.
- 11.4 All other liability which we may incur under or in connection with the Terms shall be limited to £250,000.
- 11.5 Transmission of information via the internet is never completely secure and we will not be liable to you for any loss, expense or damage you incur or suffer as a result of electronic transmission of information being intercepted by unauthorised third parties.

## 12 Complaints

- 12.1 If you need to send us a complaint, please follow our Complaints Procedure (available on the Website).
- 12.2 If you are still not satisfied with our response or action, you can refer your complaint to The Property Ombudsman scheme at Milford House, 43-55 Milford Street, Salisbury, Wiltshire SP1 2BP or by email to [admin@tpos.co.uk](mailto:admin@tpos.co.uk).

## 13 Termination



- 13.1 If you breach the Terms, we may take any appropriate action, including but not limited to closing your account, suspending the provision of our services, withdrawing your right to use the Website and/or taking legal proceedings against you.
- 13.2 You can close your account and terminate any Requests if we materially breach the Terms.
- 13.3 You can stop using our services at any time by using our “unsubscribe” procedure.

#### **14 General**

- 14.1 We reserve the right to modify, add to or change the Terms at any time. Any changes will be effective as soon as they are posted on our Website. If you continue to use the Website you will be deemed to have accepted the changes.
- 14.2 If you are acting on behalf of a Client, your Client is entitled to the benefit of the Terms.
- 14.3 Our Website may contain links to third party websites. These websites are not under our control and we accept no responsibility for them.
- 14.4 You may not assign, sub-license or otherwise transfer your rights under the Terms.
- 14.5 If any provision of the Terms is invalid or unenforceable, it will be taken to be removed from the rest of the Terms to the extent it is invalid or unenforceable.
- 14.6 The Terms (including, for the avoidance of doubt, both the General Terms and the Report Terms) are the only terms that apply to any Request you make and any Report we produce and are the entire agreement between us relating to such Requests and Reports.
- 14.7 The Terms and any disputes or claims in connection with them (including non-contractual disputes or claims) are governed by English law. Any disputes or claims (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of England and Wales.

**Version 1st March 2019**

### **Commercial DW Terms and Conditions**

#### **1 About these Terms**

- 1.1 These terms and conditions (the **Commercial DW Terms**) apply to the provision of reports resulting from Commercial Drainage and Water enquiries (**Commercial DW Reports**).
- 1.2 Please read the Commercial DW Terms carefully. By ordering a Commercial DW Report you agree to the General Terms and the Commercial DW Terms (together, the **Terms**).
- 1.3 If you have ordered a Commercial DW Report on behalf of your Client, you are responsible for bringing the Commercial DW Terms to your Client's attention.
- 1.4 Unless otherwise specified, capitalised words have the same meanings as in the General Terms.

#### **2 About Commercial Reports**

- 2.1 We use reasonable skill and care in producing Commercial DW Reports, but please note that information in a Commercial DW Report can change on a regular basis. We cannot be responsible to you or to your Client for any change in information after the Commercial DW Report was produced.
- 2.2 The Commercial DW Report does not give details about the state or condition of the property. It should not be relied on to indicate suitability or saleability of the property.
- 2.3 The Commercial DW Report provides information as to the location and connection of existing services and other information in relation to drainage and water enquiries and should not be relied on for any other purpose.

## **DRAINAGE & WATER SEARCH**

- 2.4 The position and depth of apparatus shown on any Ordnance Survey maps attached to the Commercial DW Report (**Maps**) are approximate and are provided as a general guide only. The exact positions and depths should be obtained by excavating trial holes carried out by appropriately skilled and experienced engineers.
- 2.5 The Commercial DW Report may contain opinions or general advice which we cannot ensure is accurate, complete or valid and for which we accept no liability.
- 2.6 We will not be liable to you or your Client for any failure, defect or non-performance of our obligations arising from any failure of or defect in any machine, processing system or transmission link or anything beyond our reasonable control or the acts or omissions of any party for whom we are not responsible.
- 2.7 If you sell a Commercial DW Report to a Client (other than in the case of a bona fide legal adviser or authorised representative acting on behalf of a legal adviser recharging the cost of the Report as a disbursement), we will not be liable for any loss or damage whatsoever and you indemnify us in respect of any claim by the Client.
- 2.8 Where we provide a Report for a Commercial Property which receives either water or drainage services from us, and another company ("**other service provider**") provides the other service, then our total liability, whether for breach of contract, tort, negligence, breach of statutory duty, misrepresentation or otherwise, arising under or in connection with the supply of the information from the other service provider is limited to such sums as we are entitled to and able to recover from the other service provider.

### **3 How you can use the Commercial DW Report**

- 3.1 Commercial DW Reports should be used in relation to individual property transactions where the property is not a single residential, domestic property and for land to be developed for commercial gain.
- 3.2 Commercial DW Reports may only be used in relation to the property which the Search was carried out against. The Commercial DW Report you receive will be relevant to the Search that you submitted. The provisions of clauses 3.3 to 3.4 shall also apply.
- 3.3 "Standard Commercial DW Reports" may only be used where a property occupies a site of less than 1 hectare. Where the property has more than two connections, the report will be restricted to two connections.
- 3.4 "Commercial Extra DW Reports" may only be used where a property:
  - 3.4.1 occupies a site of 1 hectare or more; and/or
  - 3.4.2 has multiple connections.

Where the property has more than four connections, the report will be restricted to four connections.

### **4 Intellectual property rights**

- 4.1 Commercial DW Reports are confidential and intended for your and your Client's own internal purposes or personal use. You and your Client must not use or copy any part of a Commercial DW Report for any other reason.
- 4.2 All intellectual property rights in Commercial DW Reports are owned by us and/or our licensors.
- 4.3 Maps are protected by Crown copyright and must not be used for any purpose other than as part of a Commercial DW Report.
- 4.4 The enquiries in Commercial DW Reports are protected by copyright by the Law Society of 113 Chancery Lane, London WC2A 1PL and must not be used for any purpose outside the context of the Commercial DW Report.
- 4.5 You may:
  - 4.5.1 make copies of the Commercial DW Report (except any Maps) for your own internal purposes;
  - 4.5.2 incorporate the Commercial DW Report (other than Maps) into any written advice you provide in the normal course of your business; and



4.5.3 disclose the Commercial DW Report in the normal course of your business to your Client and/or to anyone who is interested in the property to which the relevant Commercial DW Report relates, and their professional advisers.

4.6 You and/or your Client must not change any part of any Commercial DW Report, including altering, removing or obscuring any logos and/or branding in a Commercial DW Report.

## **5 Limitation of liability**

5.1 Please note in particular the provisions regarding limitation of liability in the General Terms, which apply in addition to this clause.

5.2 Our entire liability in respect of all causes of action arising by reason of or in connection with a Commercial DW Report shall be limited to:

5.2.1 the sum of £2 million in respect of Standard Commercial DW Reports; and

5.2.2 the sum of £10 million in respect of Commercial Extra DW Reports.

**Version 1**

**4<sup>th</sup> January 2022**

## **APPENDIX 3**

### **COMPLAINTS PROCEDURE**

If you want to make a complaint you can contact us in the following ways:

- Telephone: 01225 526206
- Email: [contactus@wessexsearches.co.uk](mailto:contactus@wessexsearches.co.uk)
- In writing to: Wessex Searches, Wessex Water Operations Centre, Claverton Down Road, Bath, BA2 7WW
- Visit us for a face-to-face discussion

When a complaint is received, we will:

- Aim to resolve at first point of contact.
- If we cannot resolve at the time, we shall acknowledge the complaint within 5 working days from receipt.
- We will fully investigate and provide a final response, in writing, within 10 working days of receipt.
- If more time is required to investigate, we will keep you informed by letter, telephone, or email, and when we are likely to be able to provide our final response.
- We will also be happy to liaise with a third party on your behalf should you require us to do so.

Once investigated, if we consider the complaint to be justified, we will:

- Provide a revised search and undertake necessary action to put things right within our control, as soon as practically possible.
- Keep you informed of any action required
- While we aim to resolve the complaint the first time, in the event we are unable to resolve the issue to your satisfaction, you are free to contact an independent body.

If a search takes longer than 10 working days to complete and we have made no communication, or communicated the reasons for the delay, you will receive the search free of charge.

If you are not satisfied with the final response, or timescales have been exceeded, you may refer your complaint to The Property Ombudsman (TPO) via telephone: 01722 333306, website: [www.tpos.co.uk](http://www.tpos.co.uk), or email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk). We will co-operate fully with the Ombudsman during an investigation and comply with their final decision.

## APPENDIX 4

### Sewer Protection – Building over or close to a public sewerage system

Wessex Water is responsible for maintaining public sewers that have sometimes been laid within the boundaries of properties. Agreement will be required to carry out any building work over or within three metres of a public sewer to ensure no damage is caused to it or restrictions made to the way it is used and maintained.

Wessex Water is normally willing to consider building over or near non-strategic public sewers up to 225mm in diameter where diversion is not practical and the building cannot be redesigned.

However, building over a public sewer will not be permitted where the following criteria apply.

- The sewer has a formal easement preventing overbuilding – this is normally shown in the deeds of the property.
- The sewer is greater than 300mm in diameter or above.
- The sewer depth is in excess of three metres.
- The sewer is a pressurised pumping main.
- The building will span or cover any existing public sewer access chamber.
- The building is a 'new build' property.

Building within fifteen metres of a public sewerage pumping station will also not be permitted due to potential nuisance arising from odour, noise and vibration.

In the case of strategically important or deep sewers, generally greater than 300mm in diameter or in excess of 3.0m deep, the minimum distance between any building work and the sewer will be greater than 3.0 metres. You will need to seek guidance from the Sewer Protection Team on 01225 526000.

Wessex Water should be consulted early on in the design process where building work is proposed near or over a public sewer to agree any necessary arrangements for the protection of infrastructure crossing the site.

An application form for building over a public sewer is available from the Sewer Protection Team on 01225 526000.

The information included in this report does not constitute an approval to alter, divert, build over, or connect to, any public apparatus.

Depending on your proposals, you may need to contact our Planning Liaison Team on 01225 526000 and/or the Local Authority.

### Sewer Protection – Discharges

Section 111 of the Water Industry Act (1991) places an absolute prohibition on the discharge of the following into a public sewer or drain or sewer communicating with a public sewer.

- Any matter likely to injure the sewer or drain, to interfere with free flow of its contents, or to affect prejudicially the treatment or disposal of its contents.
- Any chemical refuse or waste steam or any liquid of temperature higher than 110 degrees Fahrenheit.
- Any petroleum spirit or carbide of calcium.

On conviction in the Magistrates' court, offences under this section carry a fine of up to £5,000 and to a further fine of up to £50 for each day on which the offence continues after conviction.

On conviction in the Crown Court, offences can lead to imprisonment for a term not exceeding two years, or to a fine, or both.

### **Water Main Protection - Building over or close to a public water main**

Building over water mains presents two principal problems.

1. They become completely inaccessible for maintenance and repair.
2. Should they burst, water discharging under pressure may cause significant damage to property and may endanger the structure of the building, possibly to the point of collapse. Even a small-volume, undetected, long-term leak on a built over main can erode foundations to the point of collapse.

Accordingly:-

- Building over a water main is not permitted.
- Building alongside a water main is permitted provided a minimum distance of 3.0 metres each side is maintained from any part of the structure. In the case of large-diameter mains (any main over 300mm nominal bore) and strategically important or deep mains, a minimum distance of 5.0 metres is required.
- Where development has taken place and buildovers have occurred, it is likely that diversion at the landowner's expense will be required.

Wessex Water Services Ltd should be consulted early on in the design process where building work is proposed near a public water main to agree any necessary arrangements for the protection of infrastructure crossing the site.

### **Private Sewer Transfer**

From 1 October 2011 by virtue of a scheme made under the Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011 ("the 2011 Regulations") and by virtue of section 105A of the Water Industry Act 1991 ("the 1991 Act") private sewers and lateral drains which immediately before 1 July 2011 communicated with a public sewer became vested in sewerage undertakers.

Under the 2011 Regulations adoptable private sewers and private lateral drains the subject of an agreement under section 104 also vest in sewerage undertakers if immediately before 1 July 2011 they communicated with a public sewer. The section 104 agreement insofar as it relates to that sewer or lateral drain is treated as terminating on that date.

Where adoptable private sewers and private lateral drains the subject of an agreement under section 104 did not immediately before 1 July 2011 communicate with a public sewer they will vest on the

earlier of the date of vesting under the agreement or the date of vesting pursuant to a supplementary scheme made under Regulation 4 to the 2011 Regulations. The section 104 agreement insofar as it relates to that sewer or lateral drain is treated as terminating on the date of vesting.

Where an agreement covers assets which do not and will not communicate with a public sewer those assets will remain private and subject to the provisions of the agreement.

The attached extracts from the public sewer map may show sewers and private laterals the subject of an agreement under section 104 of the Act as being private notwithstanding the fact that they may have vested in Wessex Water pursuant to the 2011 Regulations. Wessex Water is in the process of confirming with developers the date of communication with public sewerage and will be updating the public sewer map when this information is known.

Where there is any doubt as to the status of a particular length of pipe it is recommended that Wessex Water is contacted for advice.

Details of sewers and private laterals the subject of an agreement under section 104 of the Act have not been compiled from an "as constructed" record and Wessex Water will be updating the sewer map when that information is provided by developers. Until then it is recommended that details of the route these pipes follow be checked with the developer.

SAMPLE

**IMPORTANT CONSUMER PROTECTION INFORMATION**

**IMPORTANT CONSUMER PROTECTION INFORMATION**

This search has been produced by Wessex Searches, Wessex Water Operations Centre, Claverton Down, Bath, BA2 7WW, phone number: 01225 526206, email: [contactus@wessexsearches.co.uk](mailto:contactus@wessexsearches.co.uk).

**Complaints**

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award compensation of up to £5,000 to you if he finds that you have suffered actual loss as a result of your search provider failing to keep to the Code.

SAMPLE

Please note that all queries or complaints regarding your search should be directed to your search provider in the first instance, not to TPOs.

**TPOs Contact Details:**

The Property Ombudsman scheme  
Milford House  
43-55 Milford Street  
Salisbury  
Wiltshire SP1 2BP  
Tel: 01722 333306  
Fax: 01722 332296  
Website: [www.tpos.co.uk](http://www.tpos.co.uk)  
Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)



SAMPLE



**CONTACT US**

**Telephone:** 01225 526 206  
**Post:**  
Wessex Searches, Wessex Water Operations Centre, Claverton Down, Bath BA2 7WW  
**Email:** [Contactus@wessexsearches.co.uk](mailto:Contactus@wessexsearches.co.uk)  
**Web:** [www.wessexsearches.co.uk](http://www.wessexsearches.co.uk)



**Twitter:**  
[@wessexsearches](https://twitter.com/wessexsearches)



**LinkedIn :**  
Wessex Searches

Order all your searches from [www.wessexsearches.co.uk](http://www.wessexsearches.co.uk)

You can order all your searches from us quickly and simply at [www.wessexsearches.co.uk](http://www.wessexsearches.co.uk)





# Sewer Plan

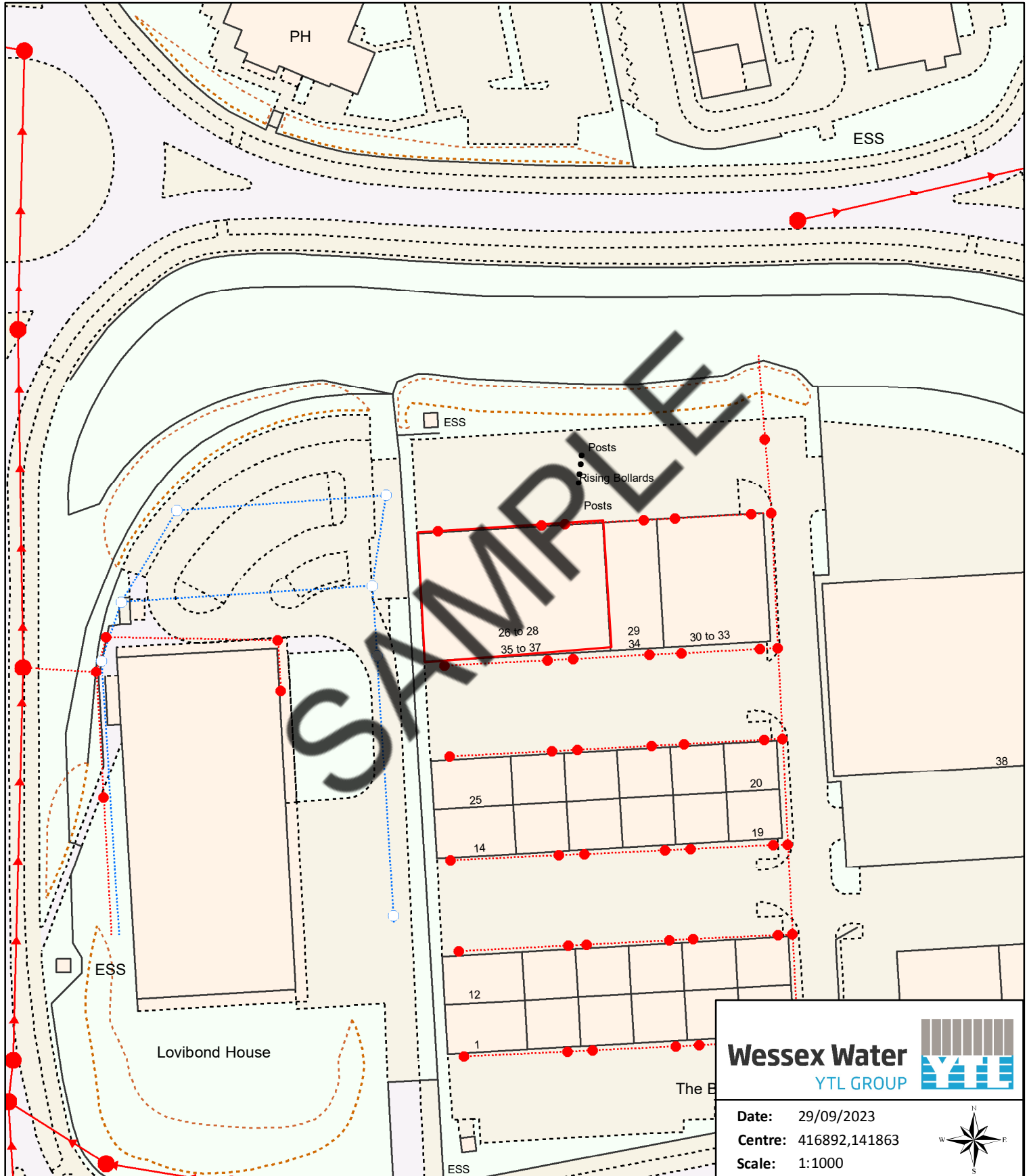
Search Order ID: 953089



Our Ref: 953089

Your Ref: SAMPLE

**SAMPLE, SAMPLE, SAMPLE,**



Reproduced from the Ordnance Survey map by permission on behalf of the Controller of Her Majesty's Stationery Office © Crown Copyright . Licence 100019539.

Information in this plan is provided for identification purposes only. No warranty as to accuracy is given or implied. The precise route of pipe work may not exactly match that shown. Wessex Water does not accept liability for inaccuracies. Sewers and lateral drains adopted by Wessex Water under the Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011 are to be plotted over time and may not yet be shown. In carrying out any works, you accept liability for the cost of any repairs to Wessex Water apparatus damaged as a result of your works. You are advised to commence excavations using hand tools only. Mechanical digging equipment should not be used until pipe work has been precisely located. If you are considering any form of building works and pipe work is shown within the boundary of your property or a property to be purchased (or very close by) a surveyor should plot its exact position prior to commencing works or purchase. Building over or near Wessex Water's apparatus is not normally permitted.



## Sewerage Key

### Types of Sewer:

- Public Foul Sewer**  
A sewer that carries waste water from domestic and commercial sources to a Sewage Treatment Works.
- Public Combined Sewer**  
An older sewer that carries a combined flow of surface water and foul sewer to a Sewage Treatment Works.
- Public Surface Water Sewer**  
A sewer that carries surface water (e.g. rain water from roofs, yards, car parks etc) to a point of discharge.
- Strategic Sewer**  
Sewers essential to the running of the sewerage network. No work permitted over or within 6m (horizontal) of this asset.
- Abandoned Sewer**  
Sewers abandoned in situ. These sewers are sealed and should not be used for connections.
- Private Sewer**  
Sewers not in the ownership of Wessex Water, but recorded to assist work in the geographical vicinity. Wessex Water does not know ownership.

### Other Wessex Pipes:

- Public Rising Main/Standby Rising Main**  
A pipe that carries a pressurised pumped flow to another part of the sewerage system.
- Public Overflow**  
A pipe that relieves upstream sewers of flows in excess of the hydraulic capacity (e.g. from a CSO).
- Effluent Disposal Main**  
A pipe that carries treated effluent from a Sewage Treatment Works to a watercourse or other point of discharge.

### Non-Wessex Pipes:

- Culverted Watercourse**  
A natural (or diverted) watercourse which has been piped.
- Highway Drain**  
Part of drainage system maintained by the highway authority to drain surface water from the highway.

### Sewer Annotation:

The sizes of the individual sewers are shown as annotations on the map. A non-circular pipe is indicated by two dimensions (e.g. 600x400).

### Sewerage Apparatus:

The following are the most common type of apparatus found on the Wessex Water sewerage network;

- Manhole** - An access chamber to the sewerage network.
- Pumping Station** - Facility used to lift sewer flows to a higher point in the gravity system, or to pump to another facility.
- NRV (Non-return valve)** - Valve that allows flow to pass in only one direction.
- CSO (Combined Sewer Overflow)** - Chamber where excess sewage can be discharged when the capacity of the network is exceeded.
- Bifurcation** - Chamber where flow may be split into two or more channels. May operate in both dry and wet weather conditions.
- Lampole** - A small shaft between manholes that is used to illuminate sewer lengths for inspection.
- Rodding Eye** - A small hatch in the drainage system that is used for inspection or cleaning.
- Catchpit** - A pit on the sewerage network in which matter, that may otherwise block a sewer, is collected and periodically removed.
- Vent Column** - An above-ground structure that vents odours from the sewerage network away from ground level.
- Soakaway** - A form of infiltration drainage that allows water (usually surface water) to infiltrate into the ground rather than discharge directly into a sewer.

# Water Plan

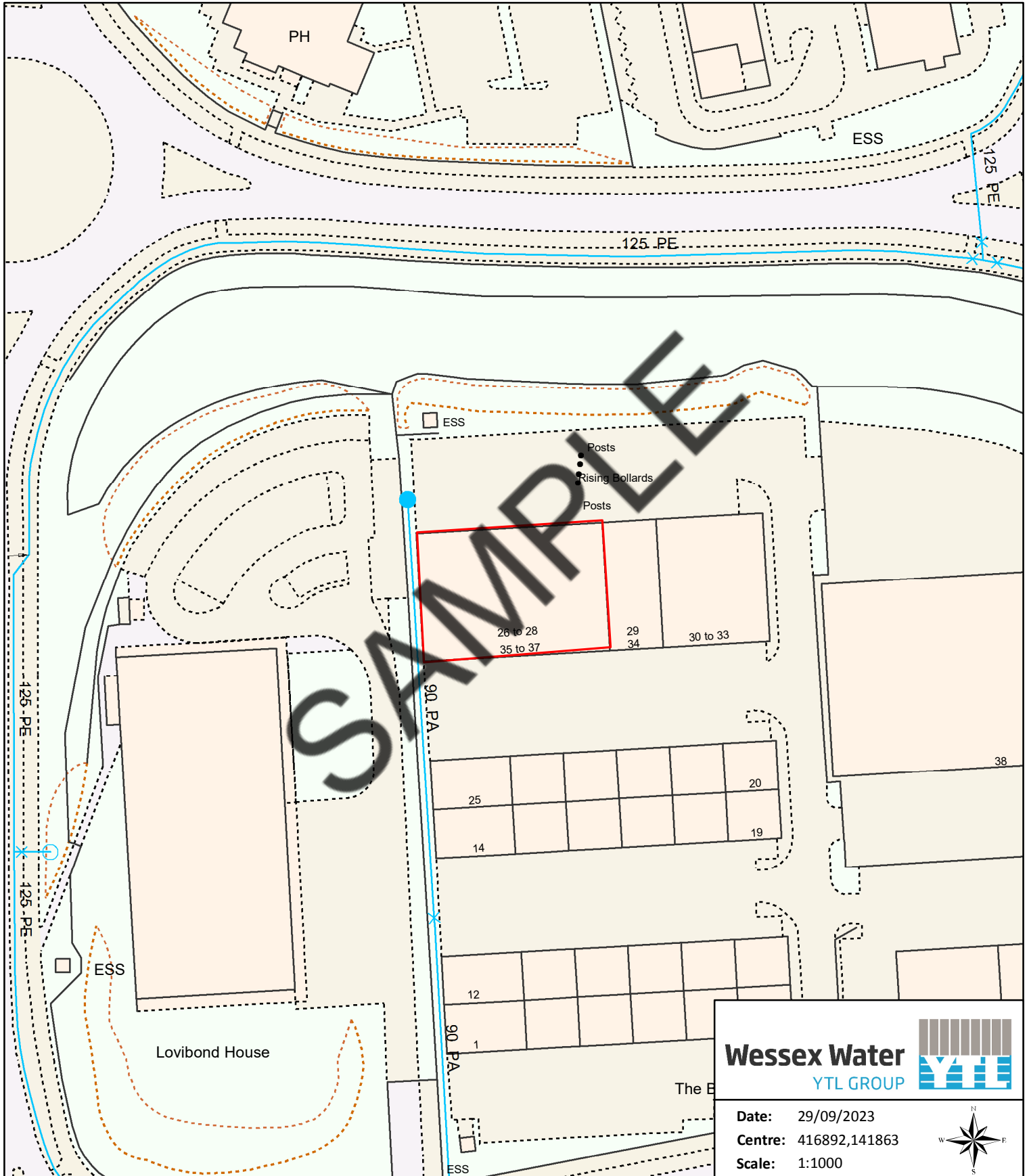
Search Order ID: 953089



Our Ref: 953089

Your Ref: SAMPLE

**SAMPLE, SAMPLE, SAMPLE,**



**Wessex Water**  
 YTL GROUP

**Date:** 29/09/2023  
**Centre:** 416892,141863  
**Scale:** 1:1000

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Information in this plan is provided for identification purposes only. No warranty as to accuracy is given or implied. The precise route of pipe work may not exactly match that shown. Wessex Water does not accept liability for inaccuracies. Sewers and lateral drains adopted by Wessex Water under the Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011 are to be plotted over time and may not yet be shown. In carrying out any works, you accept liability for the cost of any repairs to Wessex Water apparatus damaged as a result of your works. You are advised to commence excavations using hand tools only. Mechanical digging equipment should not be used until pipe work has been precisely located. If you are considering any form of building works and pipe work is shown within the boundary of your property or a property to be purchased (or very close by) a surveyor should plot its exact position prior to commencing works or purchase. Building over or near Wessex Water's apparatus is not normally permitted.



## Water Supply Key

### Types of Water Main:

- Distribution Main**  
 A distribution main carries treated water to customers. With few exceptions, domestic water connections are only made to distribution mains.
- Raw Water Main**  
 A raw water main carries untreated (raw) water to a Water Treatment Works.
- Washout Main**  
 A main used for maintenance and management of the water supply network, to flush out or empty connected assets.
- Abandoned Main**  
 Abandoned mains are not in use, but may still be in the ground.
- Private Main**  
 Mains not in the ownership of Wessex Water, but are recorded to assist work in the geographical vicinity. Wessex Water does not know ownership.

### Water Main Annotation:

The size and material of the individual water mains are shown as annotation on the map. The main's material is shown as an abbreviation with the most common materials being:

AC	Asbestos Cement	CI	Cast Iron	DI	Ductile Iron
SI	Spun Iron	ST	Steel	PE	Polyethylene
PVC	uPVC	POLY	Plastic/Polythene	UNK	Unknown

A main's diameter will fall between 0.25" - 24" for imperial sizes, and 50mm - 1200mm for metric sizes.

### Water Main Apparatus:

The following are the most common type of apparatus found on the Wessex Water supply network;

- Open Valve - Open sluice valve used to regulate the flow of water.
- Closed Valve - Closed sluice valve used to regulate the flow of water.
- Closed Valve (DMA) - Closed sluice valve that denotes the boundary of a metered area.
- Closed Valve (Black Cap) - Permanently closed sluice valve.
- Washout Valve - Valve that is occasionally used to clear out sediment or drain-down part of the network.
- Fire Hydrant -
- Washout Hydrant - Hydrant that is occasionally used to clear out sediment or drain-down part of the network.
- Air Valve - Valve used to remove (bleed) air from the mains network.
- PRV (Pressure reducing valve) - Valve used to control or limit the pressure in the mains network.
- PSV (Pressure sustaining valve) - Valve used to maintain a set pressure at a specific point in the mains network.
- NRV (Non-return valve) - Valve that allows water to flow in only one direction.
- End Cap - Fitting used to terminate (cap-off) a main.
- Network Meter - Meter used to internally manage\monitor the mains network.
- Booster Pump - Pump used to maintain pressure in the mains network.